

EXHIBIT 8

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VIA EMAIL & CERTIFIED MAIL- RETURN RECEIPT REQUESTED

March 30, 2020

Bill Neiman
Carson Madrona Company, LLC
9440 Santa Monica Blvd., Suite 610
Beverly Hills, CA 90210

RE: Gary Mountain and Susan Mountain vs. DP Electric, David Luis Perez, individually, and doing business as DP Electric; Guilford Glazer Trust of 1984 dba San Oak Management Company; The Guilford Glazer Trust of 1984; and Does 1 through 50, Inclusive
Claimants: Gary Mountain and David Perez
Date of Loss: 5/17/16
Policy #: 41 CSE S30502 (1/1/16-1/1/17)

Dear Mr. Neiman,

This letter is an updated response to the tender demand letters from your insurer, Liberty Mutual Insurance Company ("Liberty Mutual"). The most recent letter is dated July 12, 2019. Liberty Mutual tendered the lawsuit referenced above to Ashley Furniture Industries Inc. ("Ashley"), seeking defense and indemnification of Carson Madrona Company, LLC ("Carson"), Diane Pregerson Glazer as Trustee of the Diane Pregerson Glazer Survivor's Trust, DBA Sonoak Management Company, James L. Krasne as Trustee of the Guilford Glazer Trust of 1984 DBA Sanoak Management Company and Jeremy Blanchard in connection with the injuries sustained by Gary Mountain.

Background

The tender relates to the accident that occurred on May 17, 2016, at the warehouse in Oakland, CA when a Stoneledge Furniture employee, Gary Mountain, called electrician, David Perez owner of DP Electric, to make repairs to the main electrical panel. There was an arc flash incident where Perez and Mountain sustained burn injuries.

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Gary and Susan Mountain commenced an action against DP Electric, David Luis Perez, individually, and doing business as DP Electric; Guilford Glazer Trust of 1984 dba San Oak Management Company; The Guilford Glazer Trust of 1984; and Does 1 through 50, Inclusive claiming damages arising from the May 17, 2016 incident (the “lawsuit”).

The lawsuit asserts claims against the defendants for failure to take necessary steps to protect plaintiff from dangerous conditions, negligence, improper hiring and retention and loss of consortium.

Prior Ashley Furniture defense counsel Lewis Brisbois accepted the tender of Carson Madrona on or about March 8, 2018. This is Hartford’s coverage analysis in response to Carson Madrona’s request for additional insured coverage.

The Lease Agreement

Carson and Warehouse and Delivery Solutions, Inc. DBA Ashley Furniture entered into a lease agreement dated January 17, 2012 (the “lease”) concerning property located at 6195 Coliseum Way in Oakland California, specifically, units A, B, C and D. The lease provides as follows:

Article 18 Indemnification and Liability

Tenant (Ashley Furniture) shall indemnify, hold harmless and defend Landlord (Carson Madrona) from and against any and all costs, expenses (including attorney fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with, and Landlord shall not be liable to Tenant on account of (a) Tenant's use of the Premises; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Premises, including (but not limited to) any contamination of the Premises or any other property or injury to persons resulting from the presence or use of Hazardous Materials caused or permitted by Tenant; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts, failures to act, or occurrences on the Premises, except to the extent caused by Landlord's gross negligence or willful misconduct or by acts or omissions of other Project Tenants or their employees, agents, licensees or invitees in connection with use of the Common Area Access. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably

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acceptable to Landlord. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to personal property or injury to persons in or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent caused by Landlord's gross negligence or willful misconduct. Tenant shall look to the insurance carried by Tenant (not to Landlord or Landlord's insurance carrier) pursuant to this Lease and otherwise for the recovery of any loss or damages sustained by Tenant.

Article 23 Liability Insurance

23.1 Tenant's Liability Insurance. Tenant covenants and agrees that at all times within the Term of this Lease and for so long as it occupies the Premises or any portion thereof, Tenant shall, at Tenant's sole cost and expense, carry and maintain, with a reputable insurance company with a Best's Insurance Guide's rating of A XII or better, a policy of commercial general liability insurance (known as broad form comprehensive general liability insurance) insuring Tenant and Landlord against any and all liability for personal injury and property damage (including loss of use of property) arising out of the operation, maintenance, use or occupancy of the Premises, as well as all private and public sidewalks, driveways, parking areas and other grounds serving the Premises or otherwise related thereto. Landlord shall also be a named insured on such policy and the holder of any mortgage or deed of trust on the Project shall be an additional insured on such policy. The limits of such insurance shall be not less than \$2,000,000 for each occurrence.

The liability insurance obtained by Tenant under this Section 23.1 shall (i) be primary and noncontributing (meaning that Landlord may look solely to the insurance provided hereunder with respect to a covered claim and shall not be required to make a claim under any other insurance Landlord may have); (ii) contain a cross-liability provision or endorsement (meaning that the insurance policy will not exclude suits of Landlord against another insured under the same policy); (iii) be an "occurrence" rather than a "claims made" policy; (iv) insure Landlord against any failure of Tenant's performance under Article 18; and (v) contain a severability provision or endorsement. The term severability, as used herein means that when the term "the insured" or similar language is used in exclusions or other policy provisions, it applies only to the insured in question and not the other insureds. By way of example, and not limitation, if the policy excludes claims of an employee against an insured the exclusion only applies to the insured who is the employer and not to other insureds. The amount and

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coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Tenant shall deliver to Landlord a certificate of insurance evidencing same and shall deliver, from time and time, upon request, a true and correct duplicate original of the policy of insurance with all endorsements and evidence that such policy is in full force and effect. Such policy shall also contain a clause providing that the insurance carrier shall give to Landlord and Landlord's Lender (if any) at least thirty (30) days prior written notice of the expiration, reduction, termination or cancellation of such policy.

We now refer you to Article 43 of the lease.

Article 43 Landlord

As used in this Lease, the term "Landlord" means only the owner or owners of the fee tide to the Premises or the leasehold estate under a ground lease of the Premises at the time in question. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease. Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Premises whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion. The liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the property of which the Premises are a part, and neither the Landlord nor its affiliates, partners, shareholders, officers or other principals shall have any personal liability under this Lease.

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Hartford Policies

The Primary Policy

Hartford Fire Insurance Company (hereinafter "The Hartford") issued Policy Number 41 CSE S30502 to Ashley for the effective period of 1/1/16 to 1/1/17. The Policy provides coverage, pursuant to form HG 00 01 06 05, entitled Commercial General Liability Coverage Form (the "Policy"). The Policy's coverage is limited to \$2,000,000 per occurrence, subject to a \$4,000,000 general aggregate limit.

We direct your attention to: Section II – WHO IS AN INSURED provides in part as follows:

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

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We now refer you to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

d. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Coverage Analysis

The lease was entered into between Carson and Ashley. The lease itself specifies in Article 43 that “[a]s used in this Lease, the term “Landlord” means only the owner or owners of the fee title to the Premises or the leasehold estate under a ground lease of the Premises at the time in question.” Diane Pregerson Glazer as Trustee of the Diane Pregerson Glazer Survivor’s Trust, DBA Sonoak Management Company, James L. Krasne as Trustee of the Guilford Glazer Trust of 1984 DBA Sanoak Management Company and Jeremy Blanchard are not landlords under the terms of the lease, and coverage is not afforded to them under the Policy.

The Landlord, as defined in the lease, is Carson. The Hartford’s defense of Carson is subject to a full reservation of The Hartford’s rights to deny or limit coverage, for the reasons explained in this letter, or for any other reason, based upon the terms of the policies and applicable law. Carson is an additional insured only with respect to liability arising out of Ashley’s ownership, maintenance or use of the land or premises leased to it. The Hartford is not waiving any other defenses to or limitations on coverage, regardless of whether those defenses or limitations have been addressed in this or prior correspondence. We specifically reserve the right to withdraw from the defense in the event that our limits of coverage are exhausted, or if we determine that there is no coverage for the claims. We also reserve the right to file a declaratory judgment action to determine the scope of our coverage obligations, and the right to recoup costs incurred in defending non-covered claims, to the extent permitted by applicable law. If you believe that we have overlooked, or that we are unaware of, any relevant facts, allegations or arguments, please let us know, and we will carefully consider your position.

Sincerely,

Antanik Thompson

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